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Attorneys for Plaintiff  
 TAMIKO CARILLO

UNITED STATES DISTRICT COURT OF CALIFORNIA

NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

TAMIKO CARILLO,

No. C 07-01979 JF

Plaintiff,

**STIPULATION AND [PROPOSED]  
 ORDER TO PROTECT  
 CONFIDENTIAL INFORMATION**

vs.

NATIONWIDE MUTUAL FIRE  
 INSURANCE COMPANY, NATIONWIDE  
 MUTUAL INSURANCE COMPANY,  
 ALLIED INSURANCE and DOES 1  
 through 100, inclusive,

Complaint Filed: 01/03/07  
 Trial Date: None Set

Defendants.

Pursuant to Federal Rule of Civil Procedure 26 (c) (7), Plaintiff Tamiko Carillo  
 (“Plaintiff”) and Defendant Nationwide Mutual Fire Insurance Company (“Defendant Nationwide

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Fire”) move by stipulation for the entry of a protective order to maintain the confidentiality of documents and information produced by Defendant Nationwide Fire while satisfying Defendant Nationwide Fire’s discovery and disclosure obligations pursuant to Rule 26 of the Federal Rules of Civil Procedure. The parties agree that the documents and information produced by Defendant Nationwide Fire shall be subject to the following restrictions:

1. Defendant Nationwide Fire may designate as confidential any of the documents or any portion of the documents which it reasonably believes constitutes or contains confidential development, financial, proprietary, trade secret or personal information of Defendant Nationwide Fire, and which is not otherwise available to the public (“Confidential Information”).

2. All Confidential Information shall be used only for the purpose of preparation, prosecution or trial of the above-captioned matter (“Action”), and for no other purpose. Nothing contained in this Stipulation shall limit or prevent disclosure or use of any Confidential Information by Defendant Nationwide Fire.

3. No Confidential Information shall be given, shown, made available, discussed, or otherwise communicated in any way, to anyone other than:

a. The Northern District Court of California, court personnel, and stenographic reporters engaged in proceedings incident to the Action, including mediators;

b. Designated representatives of the parties to the litigation who have a need to review the Confidential Information in connection with the Action;

c. The attorneys of record for the parties to the Action, and their associate attorneys, and members and/or employees of their firms, if any, who are performing legal services in connection with the Action;

d. Independent experts retained by the parties’ attorneys of record for the purpose of assisting in the preparation and hearing of this Action, so long as the experts agree in writing to be bound by the terms of the Protective Order.

4. A recipient of any Confidential Information that is produced or disclosed pursuant to this Stipulation and corresponding Protective Order shall maintain such Confidential Information in a secure and safe area, and the recipient shall exercise the same standard of due and

proper care with respect to the storage, custody and use of all such Confidential Information as is exercised by the recipient with respect to its own Confidential Information.

5. If any party determines that it is reasonably necessary in connection with the Action to disclose Confidential Information in papers to be filed with the Court, such party shall file the papers in sealed envelopes stating:

- a. The word "Confidential;"
- b. The caption of the Action;
- c. An indication of the nature of the contents of the sealed envelope, including the document numbers attached to such papers or the deponent's name and deposition page numbers; and

- d. A statement in the following form:

This envelope is sealed pursuant to court order and contains confidential information filed in this case by [name of disclosing party] and is not to be opened or the contents displayed or inspected except by the parties to this suit, their counsel, court personnel or by court order.

6. This Order shall be without prejudice to the right of the parties (i) to bring before the Court at any time the question of whether any particular document or information is confidential or whether its use should be restricted, or (ii) to present a motion to the Court under FRCP 26(c) for a separate protective order as to any particular document or information, including restrictions differing from those as specified herein. The Order shall not be deemed to prejudice the parties in any way in any future application for modification of this Order.

7. This Order is entered solely for the purpose of facilitating the exchange of documents and information between the parties to this action without involving the Court unnecessarily in the process. Nothing in this Order, nor the production of any information or document under the terms of this Order, nor any proceedings pursuant to this Order, shall be deemed to have the effect of an admission or waiver by either party, or of altering the confidentiality or nonconfidentiality of any such document or information, or altering any existing obligation of any party or the absence thereof.

8. At the conclusion of this matter, all copies of all Confidential Information produced

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1 by Defendant Nationwide Fire shall be returned to Defendant Nationwide Fire within 45 days after  
2 the conclusion of the judicial proceedings. The obligations of this Stipulation shall survive the  
3 termination of this Action and shall continue to bind the parties and any persons given access to  
4 such Confidential Information.

5 Defendant Nationwide Fire and Plaintiff pray that the Court enter a Protective Order in  
6 conformity with this stipulation.

7 **SO STIPULATED:**

8  
9 DATED: \_\_\_\_\_, 2008

**RUDLOFF WOOD & BARROWS LLP**

10 By: \_\_\_\_\_

11 G. Edward Rudloff, Jr.  
12 Edward P. Murphy  
13 Anna A. Chopova

14 Attorneys for Defendant NATIONWIDE  
15 MUTUAL FIRE INSURANCE COMPANY

16 DATED: 7/31, 2008

**MANNION & LOWE**

17 By:  \_\_\_\_\_

18 E. Gerard Mannion  
19 Demian I. O'Keenendler

20 Attorneys for Plaintiff TAMIKO CARILLO

21 **APPROVED AND SO ORDERED:**

22  
23 DATED: \_\_\_\_\_, 2008

24  
25 \_\_\_\_\_  
26 The Honorable Jeremy Fogel  
27 United States District Court Judge  
28

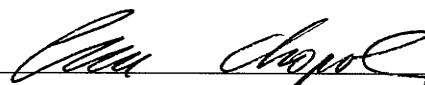
by Defendant Nationwide Fire shall be returned to Defendant Nationwide Fire within 45 days after the conclusion of the judicial proceedings. The obligations of this Stipulation shall survive the termination of this Action and shall continue to bind the parties and any persons given access to such Confidential Information.

Defendant Nationwide Fire and Plaintiff pray that the Court enter a Protective Order in conformity with this stipulation.

**SO STIPULATED:**

DATED: July 31, 2008

**RUDLOFF WOOD & BARROWS LLP**

By:   
G. Edward Rudloff, Jr.  
Edward P. Murphy  
Anna A. Chopova

Attorneys for Defendant NATIONWIDE  
MUTUAL FIRE INSURANCE COMPANY

DATED: \_\_\_\_\_, 2008


**MANNION & LOWE**

By: \_\_\_\_\_  
E. Gerard Mannion  
Demian I. Oskendler

Attorneys for Plaintiff TAMIKO CARILLO

**APPROVED AND SO ORDERED:**

DATED: 8/8, 2008

  
The Honorable Jeremy Fogel  
United States District Court Judge